

THIS DOES NOT
CIRCULATE

NEGOTIATED AGREEMENT

ASBURY PARK

BOARD OF EDUCATION

and

ASBURY PARK

ADMINISTRATIVE & SUPERVISORY

ASSOCIATION

1979-80 - 1980-81

7/79 - 6/30/81

LIBRARY
Institute of Management and
Labor Relations

Aug 28 1980

RUTGERS UNIVERSITY

Approved by the Board of Education
August 16, 1979

AGREEMENT

In accordance with the provisions of Chapter 123
of Laws of 1975, the BOARD OF EDUCATION OF THE CITY OF
ASBURY PARK and the ASBURY PARK ADMINISTRATIVE & SUPERVISORY
ASSOCIATION, for themselves, their successors and assigns,
hereby mutually agree as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all administrative and supervisory personnel employed by the Board.

High School Principal
Assistant Business Manager and
Federal Projects Coordinator
Middle School Principal
Elementary Principal
Director, Student Personnel Services
Director, Data Processing
High School Vice Principal
Director, Special Education
Elementary Vice Principal
High School Vice Principal (10 months)
Director, Adult Education
Director, Pre-Schools (10 months)
Supervisor of Mathematics (10 months)

ARTICLE II

LEAVES OF ABSENCE

A. In granting leaves of absence, it shall be the policy of the Board of Education to grant leaves of absence for personal illness, injury or quarantine, in accordance with the following rules and regulations:

1. In conformity with N.J.S.A. 18A:30-1, et seq., all administrative and supervisory personnel shall be allowed sick leave with full pay for fourteen days during each school year.

2. If any employee shall utilize less than fourteen days of sick leave with full pay allowed by N.J.S.A. 18A:30-1, et seq., the number of days not utilized during any school year shall accumulate without limit for additional sick leave with full pay during the subsequent years.

3. Sick leave shall mean the absence from his or her duty of any employee on account of personal disability due to illness or injury or on account of quarantine for the presence of a contagious disease in his or her immediate household.

4. When absence on sick leave exceeds five (5) successive school days, a physician's certificate covering the period shall be filed with the Superintendent.

5. In addition to sick leave with full pay provided by N.J.S.A. 18A:30-1, et seq., a teacher shall be entitled to sick leave pay minus substitute's pay according to the following schedule which is based on the years of service rendered to Asbury Park.

<u>Years of Service Rendered to Asbury Park</u>	<u>Allowable Days of Pay Minus Substitute's Pay</u>
0 - 2	5
3 - 5	10
6 - 10	15
11 - 20	20
21 - 25	25
26 - 30	30
31 - 35	35
36 - 40	40
41 - 45	45

B. In the case of the critical illness of a parent, brother, sister, husband, wife or child, irrespective of residence, and in the case of the critical illness of a relative, who is a member of the employee's household, no deductions shall be made, provided such absence does not exceed three (3) days.

C. Five (5) school days on account of the death of a member of the employee's immediate family shall be excused without loss of salary.

1. The term "immediate family" as used in "C" above shall be understood to include only the following: wife, husband, father, mother, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather or other relative who at the time of death has been a member of the employee's household.

2. For absence beyond the limit of five days allowed in case of death of a member of the employee's immediate family or in case of absence for death of any member of the family not included by the definition of "immediate family", or for absence due to death of any person not covered by these rules and regulations, a full deduction shall be made.

D. In the event of the marriage of an employee, or of an employee's parent, brother, sister, or child, a deduction of one-half of the employee's pay for that day shall be made. Absence for any days in excess of one (1) shall be uncompensated.

E. In the case of absence from school by reason of subpoena by a court, no deduction in salary shall be made provided the subpoena is filed with the Secretary of the Board and the employee is not party plaintiff to the suit.

F. Six instances of tardiness in reporting for duty, unexcused by the Superintendent of Schools, shall count as one-half day's absence, and a corresponding deduction shall be made.

G. A day's salary for employees working on a ten-month-per-year basis is defined as $1/200$ of the annual salary. A day's salary for employees working on a twelve-month-per-year basis is defined as $1/310$ of the annual salary.

H. If an employee is absent for a number of days for causes other than sick leave, and during the period of absence a holiday occurs, deduction for such holiday shall be the same as for the preceding days. If the holiday occurs

at the beginning of the period of absence, or at the end of the period of absence, deduction shall be made for such holiday.

I. Employees absent for causes other personal illness for a majority of the days the schools are in session during September, December and June, or immediately preceding or following a school vacation period shall be paid only for the days of actual service.

J. Employees, upon written request to the Superintendent of Schools, may be granted five (5) days to visit schools other than their own to attend education conferences without loss of salary.

K. Leaves of absence with full loss of pay, excepting that to which employees are entitled under the provisions of sick leave, may be granted by the Board for a limited and definite period.

L. All requests for leave for a definite term should be addressed to the Superintendent of Schools in writing, and should indicate the reason for the contemplated absence, and the date on which the employee expects to return to duty.

M. Full-time employees may be granted (3) days of absence for conducting personal business when such business cannot be conducted during out-of-school hours. Requests for this privilege shall be submitted in duplicate to the Superintendent in writing at least three (3) days in advance of the desired absence. Such leave may not be granted for the day

immediately preceding or following a school vacation period. The Superintendent may not deny leave arbitrarily. If requests are disapproved, the superintendent shall post the reason. Should any of the days provided by this section be used at the end of the school year, they will be added to the accumulating sick leave as provided in Paragraph A2.

N. 1. Up to three (3) days may be granted to four (4) elected officers of the Asbury Park Administrative and Supervisory Association to attend conferences and conventions of state and national affiliated educational organizations. Request for this privilege shall be submitted in duplicate to the Superintendent of Schools at least five (5) school days in advance of the desired absence.

O. Whenever the Board of Education employs any person who has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant, not later than the end of the first year of employment, full credit therefor. The amount of this credit is hereby fixed by this resolution of the Board and is uniformly applicable to all employees and subject to the provisions of Chapter 30 of N.J.S.A. Title 18A, Education.

P. Employees shall be given a written accounting of accumulated sick leave days no later than October 15 of each school year.

ARTICLE III

INSURANCE PROTECTION

A. The Board of Education hereby agrees to provide the payment of premiums for family coverage in the New Jersey Public and School Employees Health Benefit Plan for all eligible employees beginning July 1, 1968.

B. Eligible employees are defined as those permanent, full-time employees who are not presently receiving similar family health benefits coverage under any plan as the result of the employment of a spouse or other member of the employee's family. It is expressly intended that the Board of Education will not pay the premiums for similar family coverage for any employee presently receiving or presently eligible to receive similar family coverage under any conditions of employment of a spouse or other member of the employee's family. Individuals who are presently eligible to receive these benefits from the Asbury Park Board of Education shall become ineligible at such time in the future when they become eligible to receive similar family insurance coverage through the employment of a spouse or other member of their family.

C. Effective July 1, 1979, the period July 1, 1979 through June 30, 1981, the Board of Education hereby agrees

to provide a dental insurance program. The cost per individual administrative employee shall not exceed the cost per individual to the Board of Education of the dental insurance program established in the Collective Bargaining Agreement with the Asbury Park Education Association. To the extent that the program established for the Asbury Park Education Association necessitates contributions by the employee, the Asbury Park Administrative and Supervisory Association understands and agrees that its members would each be required to contribute to the dental insurance program, in the same amount required of the Education Association.

D. Effective July 1, 1979, the Board of Education shall provide a prescription drug program. The cost of such program per individual administrative employee shall not exceed the cost per individual to the Board of Education of the prescription drug program established in the Collective Bargaining Agreement with the Asbury Park Education Association. To the extent that the program established for the Asbury Park Education Association necessitates contributions by the employee, the Asbury Park Administrative and Supervisory Association understands and agrees that its members would each be required to contribute to the prescription drug program, in the same amount required of the Education Association.

ARTICLE IV

DEDUCTIONS FROM SALARY

A. Dues Deductions. The Board agrees to deduct from the salaries of its administrators and supervisors dues for the Asbury Park Administrative & Supervisory Association, the New Jersey Education Association, the National Education Association, or any one or any combination of such similar professional associations as such employees individually and voluntarily authorize the Board to deduct.

Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9) under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Asbury Park Administrative & Supervisory Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations.

B. Savings Deductions. In accordance with N.J.S.A. 40:11-26, the Board of Education authorizes and directs the Secretary of the Board to transmit to the Treasurer of the Monmouth-Ocean Teachers' Federal Credit Union the fixed monthly

deductions withheld from employees enrolled in the savings plan. Deductions are to be transmitted to the Treasurer of Mon-Oc Teachers Credit Union on a semi-monthly basis. Each employee shall indicate in writing fixed deductions made from his compensation for payment to said credit union. Any such written authorization may be withdrawn upon filing of written notice of said withdrawal with the Secretary of the Board; however, the amount to be deducted shall remain fixed during the duration of the fiscal year or school year and shall not be subject to change with the exception of the aforementioned withdrawal. This action shall become effective for the beginning of the school year immediately following the adoption of this resolution.

C. Savings Deduction. Tax Sheltered Annuity.

1. That the Secretary of the Board of Education of the City of Asbury Park be authorized and directed to take such actions as are reasonable and necessary to effect the purchase of such annuities under group annuity contract or contracts issued by any insurance company authorized to sell tax sheltered annuities in the State of New Jersey and to approve, on behalf of the Board of Education, employees' agreement with the school district for reduction in contract salary, the amount of such reductions with respect to each employee to be remitted to any insurance company authorized

to sell tax sheltered annuities in the State of New Jersey for the purpose of effecting such annuities.

2. Employees may enroll January 1st with a cut-off date of December 15th.

3. Employees may enroll September 1st with a cut-off date of August 15th.

4. Deductions are to be made bi-monthly January through June and September through December. No deductions will be made during the months of July and August.

ARTICLE V

SALARY LISTS

A. The Board Secretary will submit to the Asbury Park Administrative & Supervisory Association a list of all employees represented by the Asbury Park Administrative & Supervisory Association and their contract salaries prior to September 1st of each school year.

B. Any adjustments to any salary after September 1st shall be reported to the Asbury Park Administrative & Supervisory Association along with a reason for such adjustment.

SALARY GUIDE

Salaries shall be based on a ratio to the Asbury Park Teachers' Salary Guide in effect for the years 1979-80 and 1980-81. Each administrative employee shall be placed on the Master's in Field Degree. No administrator shall be placed below Step 11 on the guide. Any administrator thus placed on Step 11 of the guide, because of his prior experience being less than 11 years, shall thereafter progress in the following manner: (1) after one year of service in the administrative position to Step 12 on the guide, (2) after two years of service in the position to Step 13 of the guide, and (3) after three years in the position to Step 14 of the guide; and thereafter progress in a similar fashion until such time as the maximum step on the guide is reached.

RATIO GUIDE

<u>Position</u>	<u>Salary Ratio</u>
High School Principal	1.54
Assistant Business Manager and Federal Projects Coordinator	1.47
Middle School Principal	1.47
Elementary Principal	1.43
Director, Student Personnel Services	1.43
Director, Data Processing	1.43
High School Vice Principal	1.38
Director, Special Education	1.38
Elementary Vice Principal	1.32
High School Vice Principal (10 months)	1.25
Director, Adult Education	1.18
Director, Pre-Schools (10 months)	1.15
Supervisor of Mathematics (10 months)	1.14 1.12

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BOARD OF EDUCATION
Asbury Park, New Jersey

Teachers'
Salary Schedule
1979-80

<u>Step</u>	<u>Non-Degree</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Master's in Field</u>	<u>Masters in Field Plus 30</u>
1	9,500	10,700	11,300	11,900	12,900
2	9,900	11,100	11,700	12,300	13,300
3	10,320	11,420	12,020	12,878	13,938
4	10,940	11,945	12,581	13,484	14,597
5	11,560	12,608	13,282	14,002	15,192
6	12,200	13,310	14,025	14,739	15,931
7	12,878	14,048	14,763	15,477	16,669
8	13,597	14,791	15,503	16,217	17,408
9	14,334	15,526	16,240	16,955	18,146
10	15,073	16,264	16,979	17,694	18,884
11	15,811	17,004	17,717	18,431	19,623
12	16,650	17,840	18,555	19,270	20,461
13	17,389	18,580	19,295	20,009	21,200
14	18,127	19,318	20,032	20,748	21,938
15	18,865	20,057	20,771	21,486	22,677
16	19,603	20,794	21,509	22,223	23,415
17	21,009	22,200	22,914	23,629	24,820

BOARD OF EDUCATION
Asbury Park, New Jersey

Teachers'
Salary Schedule
1980-81

<u>Step</u>	<u>Non-Degree</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Master's in Field</u>	<u>Master's inField Plus 30</u>
1	9,900	11,100	11,700	12,300	13,300
2	10,400	11,600	12,200	12,800	13,800
3	10,800	12,000	12,600	13,200	14,200
4	11,220	12,320	12,920	13,778	14,838
5	11,840	12,845	13,481	14,384	15,497
6	12,460	13,508	14,182	14,902	16,092
7	13,100	14,210	14,925	15,639	16,831
8	13,778	14,948	15,663	16,377	17,569
9	14,497	15,691	16,403	17,117	18,308
10	15,234	16,426	17,140	17,855	19,046
11	15,973	17,164	17,879	18,594	19,784
12	16,711	17,904	18,617	19,331	20,523
13	17,650	18,740	19,555	20,270	21,461
14	18,389	19,580	20,295	21,009	22,200
15	19,127	20,318	21,032	21,748	22,938
16	19,865	21,057	21,771	22,486	23,677
17	20,009	23,200	23,914	24,629	25,820

ASBURY PARK PUBLIC SCHOOLS
Office of Superintendent of Schools
August 16, 1979

ORDERED, That the schedule hereinafter enumerated be the basis for calculating the salaries of the Administrative and Supervisory Staff during the school years July 1, 1979 to June 30, 1980 and July 1, 1980 to June 30, 1981.

	<u>Ratio</u>	<u>Salary 1979-80</u>	<u>Salary 1980-81</u>
<u>J4-211 (High) Principal</u> Robert H. Mann	1.54	\$36,389	\$37,929
<u>J4-211A (High) Vice Principal</u> Kenneth C. Jordan	1.38	32,608	33,988
George R. Hartman (10 months)	1.25	29,536	30,786
<u>J4-212A (High) Vice Principal</u> Gerald W. Higinbotham	1.38	32,608	33,988
<u>J5-211 (Middle) Principal</u> Sidney L. Wells	1.47	34,735	36,205
<u>(Elem) Principal</u> J3-211 Leo C. Polisano (Bradley)	1.43	33,789	35,219
J1-211 Howard L. West (Bangs Ave.)		33,789	35,219
<u>(Elem) Vice Principal</u> J1-211A Paul J. Banik (Bangs Ave.)	1.32	31,190	32,510
J5-211A Frank J. Roettinger (Middle)		31,190	32,510
<u>J0-212B Director, Student Personnel Services</u> Michael F. Del Pozzo	1.43	33,789	35,219
<u>J0-212C Director, Special Education</u> Milton J. Cernansky	1.38	32,608	33,988
<u>J0-110L1 Assistant Business Manager/ Federal Projects Coordinator</u> David W. Egbert	1.47	34,735	36,205
<u>J0-110N Director, Data Processing</u> Laurence R. Osgoodby	1.43	33,789	35,219
<u>JC0-212D Supervisor of Mathematics</u> Jack DeTalvo (10 months) (Step 12)	1.12	21,582	22,702
<u>Director, Adult Education</u> Patricia Bruno (Step 13)	1.18	23,611	24,790
<u>Director, Pre-Schools (10 months)</u> Jeanne Brunetti (Step 17)	1.15	27,173	28,323

ARTICLE VI

VACATIONS

A. Administrators employed on a twelve (12) month basis shall receive twenty-three (23) work days' vacation to be taken between the period of July 1 and August 31.

B. Administrators employed on a ten (10) month basis shall receive no paid vacation.

C. All vacation periods shall be approved by the Superintendent.

D. Any administrator involved in a summer workshop shall not forfeit his vacation period.

E. If the workload, in the opinion of the Superintendent, necessitates the postponement of vacation, any unused vacation shall be allowed to accrue up to a maximum level of sixty (60) days. Unused vacation days may be carried over to subsequent years and may then be taken upon approval of the Superintendent. An administrator leaving the district shall be compensated for any and all unused vacation days on a prorated basis, in accordance with his contracted annual salary for each day.

F. Employees shall be given a written accounting of accumulated vacation days no later than October 15 of each school year.

ARTICLE VII

TRAVEL

The below-listed administrative staff members shall receive \$110 per annum for intradistrict travel. This allowance is given because of the nature of the positions and the resultant necessity to travel between and among schools on a frequent basis. Should the duties of any or all change so that the need to use their own transportation is substantially lessened, this provision shall not hold.

Assistant Business Manager

Director, Student Personnel Services

Director, Special Education

Director, Pre-Schools

Director, Adult Education

Elementary Principal--Bradley

Supervisor of Mathematics

ARTICLE VIII

MISCELLANEOUS

This Agreement shall constitute a board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as board policy.

If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

The Board and the Association agree that there shall be no discrimination, and that all practices, procedure, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or

administration of this Agreement on the basis of race, creed, color, religion, national origin, sex domicile or marital status.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of the Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at:

Allen B. Weissberger, Secretary
Asbury Park Board of Education
Administrative Offices
1506 Park Avenue
Asbury Park, New Jersey 07712

2. If by Board, to Association at:

Mr. George R. Hartman, President
Asbury Park Administrative & Supervisory Assn.
1506 Park Avenue
Asbury Park, New Jersey 07712

ARTICLE IX

All other agreements and policies, whether filed with the Public Employment Relations Commission or not, shall continue in effect, except where inconsistent herewith.

ARTICLE X

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Asbury Park Administrative & Supervisory Association before they are established. This clause shall expire upon the expiration of this Agreement or the repeal of Chapter 303 of the Laws of 1968, whichever shall first occur. Nothing herein contained shall deny the right of the Board of Education to terminate benefits not granted in accordance with policies heretofore adopted by the Board of Education.

ARTICLE XI

Throughout the term of this Agreement and the salary years covered thereby discussions between the administration and the administrative and supervisory staff will take place on items of mutual interest at reasonable times. Agreement arrived at during the pendency of this Agreement and approved by the Board may be added hereto by supplement.

ARTICLE XIII

EARLY RETIREMENT

An employee who has attained the age of 55 years but less than the mandatory retirement age and who has 25 years experience, not less than ten (10) years in the Asbury Park School District, shall be entitled to fifty (50%) percent of one year's salary in connection with early retirement, provided such is legal under the determinations of the Attorney General. Moreover, on early retirement as defined above, an employee shall be entitled to \$20.00 per day for each day of unused accumulated sick leave. The Association specifically agrees to fully indemnify the Board of Education in connection with any financial liability or legal fees that might be encumbered in connection with this provision.

ARTICLE XIV
EMPLOYEE RIGHTS

No employee shall be disciplined except for just
cause.

ARTICLE XV

MODIFICATION OF AGREEMENT

Any modification to this Agreement that may be reached by the parties during the term of this Agreement shall be reduced to writing and signed by the parties.

ARTICLE XVI

BINDING ARBITRATION GRIEVANCE PROCEDURE

A. Under the Binding Arbitration Grievance Procedure a grievance is defined to mean an alleged violation of the contract or Board policy.

B. General.

1. A grievance to be considered under this procedure shall be presented by the grievant or his representative not later than thirty (30) calendar days following its alleged occurrence.

2. The Association shall have the right to have up to two (2) representatives present at all steps.

C. Procedure.

1. Level One.

Any employee who has a grievance shall discuss it first with the Superintendent or the Assistant Superintendent in an attempt to resolve the matter informally at that level.

2. Level Two.

If as a result of the informal discussion with the immediate supervisor, the matter is not resolved to the satisfaction of the grievant within five (5) school days of the informal conference, the grievant shall set forth his complaint in writing to the Superintendent or Assistant Superintendent.

The statement shall include the nature of the grievance, the loss to the grievant, the results of his previous discussion and his dissatisfaction with the decision previously rendered. The immediate supervisor shall communicate his decision to the grievant in writing within five (5) school days of receipt of the written complaint.

3. Level Three.

If the grievance is not resolved at Level Two, the grievant may submit his grievance to the Board of Education not later than ten (10) school days after receipt of the Superintendent's decision in Level Two. The Board of Education shall review the grievance and render a decision in writing within thirty (30) calendar days of its receipt of the grievance.

4. Level Four.

a. If the grievance is not resolved at Level Three, the grievant may request that the matter be submitted to arbitration. Such request for arbitration must be submitted to the Superintendent of Schools not later than fifteen (15) days after receipt of the decision by the Board.

b. The parties shall attempt to mutually agree upon an arbitrator but if they are unable to reach agreement they shall request the Public Employment Relations Commission to appoint an arbitrator in accordance with PERC's rules.

c. The arbitrator shall confer with the representatives of the parties and hold appropriate hearings and submit his

decision in accordance with the rules of PERC. The arbitrator shall be without power or authority to make any decision which modifies any provision of this Agreement or Board policy. The decision of the arbitrator shall be binding on both parties.

D. Miscellaneous.

1. The costs for the services of the arbitrator shall be equally borne by the Board and the grievant.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

ARTICLE XVII

This Agreement shall expire June 30, 1981.

ASBURY PARK BOARD OF EDUCATION

By Frank J. Thomas
President

Attest:

Allen B. Kunkle
Secretary

AUG 16 1979

Date

ASBURY PARK ADMINISTRATIVE
AND SUPERVISORY ASSOCIATION

By George L. Hartman
President

Attest:

Paul T. Banks, Jr.
Secretary

AUG 16 1979

Date